



SUBCONTRACTOR CERTIFICATION, FINAL LIEN WAIVER AND RELEASE

****THIS IS FOR RETAINAGE. THIS SHOULD ONLY BE FILLED OUT AND SUBMITTED AFTER YOU HAVE BILLED 100% INCLUDING CHANGE ORDERS.**

Project:	<u>Project Name</u>	Project Address:	<u>Project Address</u>
Owner:	<u>Project Owner</u>	Subcontractor:	<u>Your Company Name</u>
Subcontract #:	<u>LMB Subcontract #</u>	Invoice Period:	<u>Final Invoice Pay Period</u>
Invoice Amount:	<u>(Ex. \$6,200) This is the retainage amount</u>	Amount Paid:	<u>(Ex. \$6,200) This is ALSO the retainage amount</u>

In consideration of, and contingent upon receipt of, the Amount Paid, Subcontractor certifies, represents, warrants, and agrees as follows:

**SAMPLE COPY -
FOR INFORMATIONAL PURPOSE ONLY**

- Subcontractor certifies that:
 - The Invoice Amount represents the actual value of work performed during the Invoice Period for which payment is due under the terms of the subcontract or purchase order between Subcontractor and Landmark.
 - Subcontractor has completed all of the work, labor, materials, services, equipment and other matters required of it pursuant to the terms of the subcontract or purchase order with Landmark, including all change orders (hereinafter referred to as "Project Work"), and the Invoice Amount is the entire unpaid amount owed to it for any Project Work.
 - Subject to receipt of the Invoice Amount, Subcontractor certifies that it has been fully paid for all Project Work, including retainage.
 - All laborers, suppliers, mechanics, materialmen, and other persons or entities providing Project Work prior to the beginning of the Invoice Period have been fully paid for all of their Project Work, except for retainage, if any, and amounts included in the Invoice Amount.
 - Subcontractor has fully paid, or within seven days of receipt of payment from Landmark will make full and final payment of any remaining amounts due, all laborers, suppliers, mechanics, materialmen, subcontractors, or other persons or entities for the provision of any Project Work.
 - No right or claim of Subcontractor to payment for Project Work has been assigned. The undersigned is duly authorized to execute this document on behalf of Subcontractor.
- Effective upon receipt of the Amount Paid, Subcontractor releases Landmark from all claims for payment, including retainage, for all Project Work. Effective upon receipt of the Amount Paid, Subcontractor releases and waives all liens, claims of lien on funds and/or real property, other claims or rights, and payment bond claims or rights, if any, for any and all Project Work.
- Subcontractor shall indemnify and hold Landmark harmless from and against any claims, damages, costs, and attorney's fees arising from or relating to the assertion by Subcontractor or any laborer, materialman, supplier, or other person or entity of any claim, lien, claim of lien on funds and/or real property, or payment bond claim for or relating to any Project Work.

****Must be notarized****

SUBCONTRACTOR:

(signature here)

By: (print name here)

Title: _____

STATE OF _____ - COUNTY OF _____

I certify that the following person personally appeared before me this day, acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated herein and in the capacity indicated: _____

Date: _____

Official Signature of Notary

(Official Seal)

Notary's printed or typed name, Notary Public

My commission expires: _____